

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		<i>Form Approved</i> OMB No. 9000-0002 <i>Expires Oct 31, 2004</i>						
<small>The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</small>								
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.								
1. SOLICITATION NUMBER FA8720-04-R-0003	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td style="padding: 2px;">a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;">X</td> <td style="padding: 2px;">b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="width: 30px;"></td> <td style="padding: 2px;">c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>		a. INVITATION FOR BID (IFB)	X	b. REQUEST FOR PROPOSAL (RFP)		c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 28 JUN 2004 3:00pmET
	a. INVITATION FOR BID (IFB)							
X	b. REQUEST FOR PROPOSAL (RFP)							
	c. REQUEST FOR QUOTATION (RFQ)							
<p style="text-align: center;">INSTRUCTIONS</p> <p>NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations</p> <p>1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.</p> <p>2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p> <p>3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.</p> <p>4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".</p>								
4. ISSUING OFFICE (Complete mailing address, including Zip Code) ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 11 BARKSDALE STREET HANSCOM AFB, MA 01731-1700		5. ITEMS TO BE PURCHASED (Brief description) RSAF Contract Engineering and Technical Support Program						
6. PROCUREMENT INFORMATION (X and complete as applicable)								
X	a. THIS PROCUREMENT IS UNRESTRICTED							
	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____							
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____							
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.							
7. ADDITIONAL INFORMATION 1. IMPORTANT NOTICE FOR PREPARATION OF PROPOSALS. The entire RFP package should be read by all personnel preparing your proposal. To read only the description/specifications/work statement is not sufficient and may result in your proposal being determined non-responsive. Instructions for preparing your proposal are interspersed throughout the RFP package.								
8. POINT OF CONTACT FOR INFORMATION								
a. NAME (Last, First, Middle Initial) CYNTHIA E. LEWANDOWSKI		b. ADDRESS (Include Zip Code) See Block 4						
c. TELEPHONE NUMBER (Include Area Code and Extension) 781-266-9679 X	d. E-MAIL ADDRESS Cindy.Lewandowski@hanscom.af.mil							
9. REASONS FOR NO RESPONSE (X all that apply)								
	a. CANNOT COMPLY WITH SPECIFICATIONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED						
	b. UNABLE TO IDENTIFY THE ITEM(S)	e. OTHER (Specify)						
	c. CANNOT MEET DELIVERY REQUIREMENT							
10. MAILING LIST INFORMATION (X one)								
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.								
11a. COMPANY NAME		b. ADDRESS (Include Zip Code)						
c. ACTION OFFICER								
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)		(2) TITLE						
(3) SIGNATURE		(4) DATE SIGNED (YYYYMMDD)						

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER FA8720-04-R-0003	
DATE (YYYYMMDD) 28 JUN 2004	LOCAL TIME 3:00pmET

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A7		PAGE OF PAGES 1 49	
2. CONTRACT NO.		3. SOLICITATION NO. FA8720-04-R-0003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (PEP)		5. DATE ISSUED 14 MAY 2004		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ESC/ACK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 11 BARKSDALE STREET HANSCOM AFB, MA 01731-1700 CYNTHIA E. LEWANDOWSKI 781-266-9679 CINDY.LEWANDOWSKI@HANSCOM.AF.MIL				8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. THIS CONTRACT IS ENTERED INTO ON BEHALF OF A FOREIGN GOVERNMENT OR INTERNATIONAL ORGANIZATION UNDER THE PROVISIONS OF THE ARMS EXPORT ACT. FMS CASE NUMBER IS SR-D-QZX AND SR-D-QZT.									
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7			C. E-MAIL ADDRESS See Block 7		
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
<i>PART I - THE SCHEDULE</i>					<i>PART II - CONTRACT CLAUSES</i>				
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES		44
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT		27	√	J	LIST OF ATTACHMENTS		49
√	D	PACKAGING AND MARKING		28	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>				
√	E	INSPECTION AND ACCEPTANCE		29	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
√	F	DELIVERIES OR PERFORMANCE		30	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		L - 1
√	G	CONTRACT ADMINISTRATION DATA		34	√	M	EVALUATION FACTORS FOR AWARD		M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS		36					
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> MOBILIZATION</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Provide initial hiring of 34 engineers, their orientation, medical examinations, transportation and movement to housing that will be provided by the Royal Saudi Air Force (RSAF) at the appropriate location in Saudi Arabia. Includes the administration and legal activity in obtaining block visas, iqamas, drivers licenses, and base passes for the engineers from the appropriate Saudi Ministry. The cost of establishing an office to support the administration and payroll functions for 34 engineers working in Saudi Arabia for a multi-year contract is to be included in the CLIN. Also includes the initial cost of establishing a liaison function in the Riyadh/AI-Kharj area to interface with the RSAF and the United States Government (USG) organization in Saudi Arabia. See Section H Clause, ESC-H5.</p>	1 Lot	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002		1 Lot	
	Noun:	TRANSPORTATION TO/FROM AL-KHARJ AND RIYADH	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:		
	Provide transportation to and from Al-Kharj (Central Maintenance Facility and School of C3 at Prince Sultan Air Base (PSAB)) and Riyadh Housing Area during all work days for the DMU contractors assigned to Al-Kharj positions. Provide transportation for any of the DMU working authorized overtime as well.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0003		4 Months	
	Noun:	ENGINEERING AND TECHNICAL SUPPORT - CY 2004	
	NSN:	N - Not Applicable	
	Contract type:	M - FIXED PRICE AWARD FEE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:		
	Provide 34 engineers in Saudi Arabia to assist the RSAF in the management, operation, maintenance, and support of their C4I Systems, and in the training of their military, civilian, and contractor personnel, using the rates in Table B-CY 2004. This CLIN includes all annual recurring costs and baseline fees to include office administration. The payments will be in accordance with Section H Clause, ESC-H6.		
	Contractor may invoice monthly for this line item.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0004		1	
		Lot	
	<i>Noun:</i>	OVERTIME - CY 2004	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Provide overtime in accordance with SOW paragraph 3.24. Overtime will only be paid to an individual exceeding the normal work week of 40 hours.		
	B. All overtime performance under this CLIN shall be subject to the prior approval of the Administrative Contracting Officer or Procurement Contracting Officer (PCO).		
	C. Overtime will be paid at the rate shown in Table B-CY 2004.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005	<i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	12 Months ENGINEERING AND TECHNICAL SUPPORT - CY 2005 N - Not Applicable M - FIXED PRICE AWARD FEE DESTINATION DESTINATION DESTINATION	_____ _____
	Provide 34 engineers in Saudi Arabia to assist the RSAF in the management, operation, maintenance, and support of their C4I Systems, and in the training of their military, civilian, and contractor personnel, using the rates in Table B-CY 2005. This CLIN includes all annual recurring costs and baseline fees to include office administration. The payments will be in accordance with Section H Clause, ESC-H6.		
	Contractor may invoice monthly for this line item.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0006		1	
		Lot	
	<i>Noun:</i>	OVERTIME - CY 2005	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Provide overtime in accordance with SOW paragraph 3.24. Overtime will only be paid to an individual exceeding the normal work week of 40 hours.		
	B. All overtime performance under this CLIN shall be subject to the prior approval of the Administrative Contracting Officer (ACO) or Procurement Contracting Officer (PCO).		
	C. Overtime will be paid at the rate shown in Table B-CY 2005.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007		34	
		Each	
	Noun:	ENGINEERING AND TECHNICAL SUPPORT - CY 2006	
	NSN:	N - Not Applicable	
	Contract type:	M - FIXED PRICE AWARD FEE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:		
	Provide 34 engineers in Saudi Arabia to assist the RSAF in the management, operation, maintenance, and support of their C4I Systems, and in the training of their military, civilian, and contractor personnel, using the rates in Table B-CY 2006. This CLIN includes all annual recurring costs and baseline fees to include office administration. The payments will be in accordance with Section H Clause, ESC-H6.		
Contractor may invoice monthly for this line item.			

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0008		1	
		Lot	
	<i>Noun:</i>	OVERTIME - CY 2006	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Provide overtime in accordance with SOW paragraph 3.24. Overtime will only be paid to an individual exceeding the normal work week of 40 hours.		
	B. All overtime performance under this CLIN shall be subject to the prior approval of the Administrative Contracting Officer (ACO) or Procurement Contracting Officer (PCO).		
	C. Overtime will be paid at the rate shown in Table B-CY 2006.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0009		8 Months	<hr/> <hr/>
	<i>Noun:</i>	ENGINEERING AND TECHNICAL SUPORT - CY 2007	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	M - FIXED PRICE AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Provide 34 engineers in Saudi Arabia to assist the RSAF in the management, operation, maintenance, and support of their C4I Systems, and in the training of their military, civilian, and contractor personnel, using the rates in Table B-CY 2007. This CLIN includes all annual recurring costs and baseline fees to include office administration. The payments will be in accordance with Section H Clause, ESC-H6.		
	Contractor may invoice monthly for this line item.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0010		1	
		Lot	
	<i>Noun:</i>	OVERTIME - CY 2007	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Provide overtime in accordance with SOW paragraph 3.24. Overtime will only be paid to an individual exceeding the normal work week of 40 hours.		
	B. All overtime performance under this CLIN shall be subject to the prior approval of the Administrative Contracting Officer (ACO) or Procurement Contracting Officer (PCO).		
	C. Overtime will be paid at the rate shown in Table B-CY 2007.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0011		1	_____
		Lot	_____
	<i>Noun:</i>	DATA	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	M - FIXED PRICE AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Submit data in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423) dated 15 April 2004.		
	B. This CLIN is not separately priced, cost of this CLIN is included in CLINs 0001 thru 0010 and 0012 thru 0014.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0012		1	
		Lot	
	<i>Noun:</i>	TRAVEL/TDY	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Provide Travel/TDY reimbursable under this CLIN when public conveyance or leased transportation is needed to transport an engineer to a location other than his normal work place, or when public accommodations are needed to house and feed engineers due to a work requirement to be away from his place of residence or place of normal employment. Performance under this CLIN requires ACO or PCO approval.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0013		34	
		Each	
	<i>Noun:</i>	DEMOBILIZATION	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	A. Provide demobilization as defined in Section H Clause, ESC-H5.		
	B. Any costs incurred by the contractor under this CLIN shall be subject to PCO approval prior to the start of the effort.		
	C. Contractor will be paid the unit price upon evidence of each individual demobilization.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0014		1	
		Lot	
	Noun:	TASK REQUIREMENT NOTICE (TRN)	
	NSN:	N - Not Applicable	
	Contract type:	Y - TIME AND MATERIALS	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:		
	A. Provide technical support as required at locations and for periods of time specifically identified by the Government.		
B. All performance under the CLIN shall be subject to the approval of the Procurement Contracting Officer (PCO) via Task Requirement Notices (TRNs) using the rates in Table B-TRN. See Section H Clause, ESC-H2. Proposal costs for preparing/submitting technical/cost proposal under this CLIN will be included in the price of the associated TRN.			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0015	<p><i>Noun:</i> AWARD FEE</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i> The Contractor may earn up to \$ _____ Award Fee on SubCLINs 0015AA, 0015AB, 0015AC, 0015AD, 0015AE, and 0015AF in accordance with Special Contract Requirement B045, entitled "Award Fee" and the Award Fee Plan, Attachment 2, Section J of the basic contract.</p>		
0015AA	<p><i>Noun:</i> AWARD FEE - PERIOD 1</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> M - FIXED PRICE AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> See Section J, Attachment 2, Award Fee Plan.</p>	<p>1</p> <p>Lot</p>	<p>_____</p> <p>_____</p>
0015AB	<p><i>Noun:</i> AWARD FEE - PERIOD 2</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> M - FIXED PRICE AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> See Section J, Attachment 2, Award Fee Plan.</p>	<p>1</p> <p>Lot</p>	<p>_____</p> <p>_____</p>
0015AC	<p><i>Noun:</i> AWARD FEE - PERIOD 3</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> M - FIXED PRICE AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> See Section J, Attachment 2, Award Fee Plan.</p>	<p>1</p> <p>Lot</p>	<p>_____</p> <p>_____</p>

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0015AD		1	
		Lot	
	<i>Noun:</i>	AWARD FEE - PERIOD 4	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	M - FIXED PRICE AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	See Section J, Attachment 2, Award Fee Plan.		
0015AE		1	
		Lot	
	<i>Noun:</i>	AWARD FEE - PERIOD 5	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	M - FIXED PRICE AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	See Section J, Attachment 2, Award Fee Plan.		

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0015AF		1	
		Lot	
	<i>Noun:</i>	AWARD FEE - PERIOD 6	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	M - FIXED PRICE AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	See Section J, Attachment 2, Award Fee Plan.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTIONS

0016

Noun: LOCAL PURCHASE SPARES AND REPAIRS SUPPORT
NSN: N - Not Applicable

0016AA

OPTION CLIN (supply)

Noun: PROCUREMENT SUPPORT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Provide procurement support to the RSAF C4I System for a 12 month period in accordance with CETS SOW, Annex C, paragraph 4. This CLIN includes (if option exercised) the cost of labor an any supporting recurring baseline costs, e.g. office administration and personnel transportation. Contractor may invoice monthly for this line item.

0016AB

OPTION CLIN (supply)

Noun: LOGISTICS SUPPORT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Provide logistics support to the RSAF C4I System for a 12 month period in accordance with CETS SOW, Annex C, paragraph 4, as well as maintain coordination of local purchase activities among the contractor procurement function, the RSAF C4I maintenance and logistics organizations, and the USAF Operating Location in Riyadh. This CLIN (if option exercised) includes the cost of labor and any supporting recurring baseline costs, e.g. office administration and personnel transportation. Contractor may invoice monthly for this line item.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0016AC	OPTION CLIN (supply)		
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Noun: SPARE PARTS - LOCALLY PROCURED
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. Contractor shall (if option exercised) locally procure RSAF C4I facility, RPIE, and equipment spares using RSAF provided logistics data bases, facilities, and management systems, as well as federal catalogs, and contractor developed lists of capable vendors.
 B. Any costs incurred by the contractor under this SubCLIN shall be subject to KSA ACO approval prior to the start of the effort.
 C.

<u>Cost</u>	<u>Fixed Fee</u>	<u>Total CPFF</u>
\$2,000,000	\$ _____	\$ _____

0016AD	OPTION CLIN (supply)		
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Noun: PARTS REPAIRED AND RETURNED
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. Contractor shall (if option exercised) locally repair capability for RSAF C4I facilities, and equipment using RSAF provided logistics data bases, network and management systems, as well and contractor developed lists of capable local repair companies.
 B. Any costs incurred by the contractor under this SubCLIN shall be subject to KSA ACO approval prior to the start of the effort.
 C.

<u>Cost</u>	<u>Fixed Fee</u>	<u>Total CPFF</u>
\$500,000	\$ _____	\$ _____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0016AE	OPTION CLIN (supply)		
	<i>Noun:</i> TRAVEL/TDY <i>NSN:</i> N - Not Applicable <i>Contract type:</i> S - COST <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION		
	<i>Descriptive Data:</i> Contractor shall (if option exercised) provide public conveyance or leased transportation when needed by procurement support personnel (CLIN 0016AA) or logistics support personnel (CLIN 0016AB) to a location other than their normal workplace or when public accommodations are needed to house and feed these support personnel due to a requirement to be away from their place of residence or place of normal employment. Travel will be planned to minimize costs and maximize efficiency.		
0016AF	OPTION CLIN (supply)		
	<i>Noun:</i> HOUSING <i>NSN:</i> N - Not Applicable <i>Contract type:</i> S - COST <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION		
	<i>Descriptive Data:</i> Contractor shall (if option exercised) provide leased housing in Saudi Arabia for Contractor personnel identified in CLIN 0016AA and CLIN 0016AB, if not RSAF provided. The use of compounds will full services including all utilities, recreation services, and transportation services (busing to schools and shopping areas) is encouraged/authorized.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0016AG	OPTION CLIN (supply)		<hr/>
	<i>Noun:</i> DATA <i>NSN:</i> N - Not Applicable <i>Contract type:</i> U - COST PLUS FIXED FEE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION		
	<i>Descriptive Data:</i> A. Submit data in accordance with Exhibit B, Contract Data Requirements List (DD Form 1423) dated 15 April 2004. B. This SubCLIN is not separately priced, cost of this SubCLIN is included in SubCLINs 0016-AA thru 0016AF.		

SECTION B - TABLE OF CONTENTS
CONTRACTOR ENGINEERING AND TECHNICAL SUPPORT

CLIN	OPTION	TYPE	DESCRIPTION
0001		FFP	Mobilization
0002		FFP	Transportation to/from Al Kharj and Riyadh
0003		FPAF	Engineering and Technical Support - CY2004
0004		T&M	Overtime - CY2004
0005		FPAF	Engineering and Technical Support - CY2005
0006		T&M	Overtime - CY2005
0007		FPAF	Engineering and Technical Support - CY2006
0008		T&M	Overtime - CY2006
0009		FPAF	Engineering and Technical Support - CY2007
0010		T&M	Overtime - CY2007
0011		FPAF	Data
0012		Cost	Travel/TDY
0013		FFP	Demobilization
0014		T&M	Task Requirements Notice (TRN)
0015		FPAF	Award Fee
0015AA		FPAF	Award Fee - Period 1
0015AB		FPAF	Award Fee - Period 2
0015AC		FPAF	Award Fee - Period 3
0015AD		FPAF	Award Fee - Period 4
0015AE		FPAF	Award Fee - Period 5
0015AF		FPAF	Award Fee - Period 6
0016	Options	FFP	Local Purchase - Spares and Repairs Support
0016AA	Option	FFP	Procurement Support
0016AB	Option	FFP	Logistic Support
0016AC	Option	CPFF	Spare Parts - Locally Purchased
0016AD	Option	CPFF	Parts Repaired and Returned
0016AE	Option	CR	Travel Support
0016AF	Option	CR	Housing
0016AG	Option	CPFF	Data

ESC-B1 FOREIGN MILITARY SALES (FMS) CONTRACT (JAN 2003)

This contract is entered into on behalf of a foreign government or international organization under the provisions of the Arms Export Control Act. FMS Case Number is SR-D-QZX and SR-D-QZT.

ESC-B3 EXERCISE OF OPTIONS

The Government reserves its right to notify the Contractor of its intent to exercise Option SubCLINs 0016AA through 0016AG, at any time, but no later than six (6) Months After Contract Award (MACA).

B045 AWARD FEE (JUN 2000)

In addition to the fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount of up to TBD _____ (10% of CLINs 0003, 0005, 0007, and 0009) on the basis of performance during the performance periods.

- (i) Monitoring of performance. The Contractor's performance will be monitored continually by the

performance monitors whose findings are reported to the Award Fee Review Board (AWRB). The AWRB recommends an award fee to the Fee Determining Official (FDO) who makes the final decision of the award fee amount paid based on the Contractor's performance during the award fee evaluation period.

(ii) Award fee plan. The evaluation criteria and associated grades are specified in the award fee plan. The evaluation periods with the associated award fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award fee plan. Upon contract award, the contractor will be provided the FDO-approved award fee plan.

(iii) Modification of award fee plan. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification by the Contracting Officer before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(iv) Self-evaluation. The Contractor may submit to the Contracting Officer, within five (5) working days after the end of each award fee evaluation period, a brief written self-evaluation of its performance for the period. This self-evaluation shall not exceed five (5) pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period.

(v) Determination and Methodology. The determination and methodology for determining the award-fee amount are unilateral decisions made solely at the discretion of the Government.

(vi) Award fee payment.

(A) Award fee is not subject to the "Allowable Cost and Payment" or "Termination (Cost Reimbursement)" clauses of this contract.

(b) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B001 ESTIMATED COST (FULLY FUNDED) (MAY 1997) (TAILORED)

CLIN No.	Quantity	Unit	Unit Price	Extended Amount
_____	_____	_____	_____	_____

Description: _____

TOTAL PRICE OF CONTRACT: _____

Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.

Applies to Cost CLIN(s) only.

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price _____

Applicable to following Line Items: 0001, 0002, 0013, 0016AA, 0016AB

Applies to Firm-Fixed-Price CLIN(s) only.

B034 CONTRACT TYPE: FIXED- PRICE- AWARD- FEE (FEB 1997)

Fixed Firm Price _____

Award Fee _____

Applicable to following Line Items: 0003, 0005, 0007, 0009, 0011, 0015AA, 0015AB, 0015AC, 0015AD, 0015AE, 0015AF

Applies to Fixed-Price Award Fee CLIN(s) only.

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0004, 0006, 0008, 0010, 0014 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES	HOURLY RATE
------------	-------------

To be provided by contractor. Use format shown as Table B-CY2004, B-CY2005, B-CY2006, B-CY2007, and B-TRN

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is _____.

Applies to Time-and-Materials CLIN(s) only.

B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 0019AA, 0019AB, 0019AC, 0019AD, 0019AE, 0019AF, and 0019AG. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before 30 calendar days before the exercise of option. If the Government exercises this option(s) by six (6) months, the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

_____ (Insert cost, fee, total, as applicable)

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is _____

Applicable to following Line Items: 0012, 0016AE, 0016AF

Applies to Cost CLIN(s) only.

B058 PAYMENT OF FEE (CPFF) (FEB 2003)

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost _____

Fee _____

Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

0001, 0002, 0003, 0004, Statement of Work (SOW), Attachment 1
0005, 0006, 0007, 0008,
0009, 0010, 0012, 0013
0014, 0016,
0016AA thru 0016AF (If option exercised)

0011 Contract Data Requirements List (CDRL)
0016AG (if option exercised) Exhibit A and Exhibit B

0015AA, 0015AB, 0015AC,
0015AD, 0015AE, and 0015AF Award Fee Plan, Attachment 2

D002 EXPORT LICENSES (DEC 2002)

Export licenses shall be the responsibility of the Royal Saudi Air Force designated freight forwarder:

MARITIME COMPANY FOR NAVIGATION
2202 Burnette Blvd., P.O.W. Bldg
North Carolina State Port
Wilmington Terminal, Bldg T-5/Wilmington, NC 28401

Phone: (910) 343-8900

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

**D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)
(TAILORED)**

The Contractor shall be responsible for the preservation, packaging, packing and marking of all items to be delivered under the terms of this contract in such a manner that adequate protection is provided against corrosion, deterioration, and physical damage during shipment and handling from the source of supply to the ultimate destination.

ESC-E1 INSPECTION AND ACCEPTANCE (DEC 2000)

Early delivery of all CLINs is acceptable. Inspection and Acceptance shall be accomplished as follows:

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998) (TAILORED)

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country: Saudi Arabia
Case Identifier: SR-D-QZT and SR-D-QZX
Special Marking Instructions:

Mark for:
DSRF00
RSAF BASE JIDDA
MF CDR SUPPLY SQUADRON
JIDDA, SAUDI ARABIA

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			31 Dec 2004
	<i>Noun:</i>	MOBILIZATION				
0002		1	U			31 Aug 2007
	<i>Noun:</i>	TRANSPORTATION TO/FROM AL-KHARJ AND RIYADH				
0003		4	U			31 Dec 2004
	<i>Noun:</i>	ENGINEERING AND TECHNICAL SUPPORT - CY 2004				
0004		1	U			31 Dec 2004
	<i>Noun:</i>	OVERTIME - CY 2004				
0005		12	U			31 Dec 2005
	<i>Noun:</i>	ENGINEERING AND TECHNICAL SUPPORT - CY 2005				
0006		1	U			31 Dec 2005
	<i>Noun:</i>	OVERTIME - CY 2005				
0007		34	U			31 Dec 2006
	<i>Noun:</i>	ENGINEERING AND TECHNICAL SUPPORT - CY 2006				
0008		1	U			31 Dec 2006
	<i>Noun:</i>	OVERTIME - CY 2006				
0009		8	U			31 Aug 2007
	<i>Noun:</i>	ENGINEERING AND TECHNICAL SUPORT - CY 2007				

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0010		1	U			31 Aug 2007
	<i>Noun:</i>	OVERTIME - CY 2007				
0011		1	U			31 Aug 2007
	<i>Noun:</i>	DATA				
0012		1	U			ASREQ
	<i>Noun:</i>	TRAVEL/TDY				
0013		34	U			0 MARO
	<i>Noun:</i>	DEMOBILIZATION				
	<i>Descriptive Data:</i>					
	Anticipated 30 Sep 2007					
0014		1	U			ASREQ
	<i>Noun:</i>	TASK REQUIREMENT NOTICE (TRN)				
0015AA		1	U			28 Feb 2005
	<i>Noun:</i>	AWARD FEE - PERIOD 1				
0015AB		1	U			31 Aug 2005
	<i>Noun:</i>	AWARD FEE - PERIOD 2				
0015AC		1	U			28 Feb 2006
	<i>Noun:</i>	AWARD FEE - PERIOD 3				
0015AD		1	U			31 Aug 2006
	<i>Noun:</i>	AWARD FEE - PERIOD 4				
0015AE		1	U			28 Feb 2007
	<i>Noun:</i>	AWARD FEE - PERIOD 5				

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-F1 DELIVERY OF REPORTS (DEC 200)

- (i) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List(s), attachments, or as incorporated by reference.
- (ii) All reports and correspondence submitted under this contract shall include the contract number and project number, and be forwarded prepaid. A copy of the letter of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The address(es) are set forth on the contract award cover page. All other address(es) and codes for consignee(s) are set forth in the contract or incorporated by reference.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998) (TAILORED)

The respective performance period(s) for option(s) identified in Section B is as follows:

To be filled out by offeror:

CLIN Number	Period of Performance
0016AA	_____
0016AB	_____
0016AC	_____
0016AD	_____
0016AE	_____
0016AF	_____
0016AG	_____

OTHER CONTRACT CLAUSES IS FULL TEXT

ESC-G1 ADMINISTRATIVE INFORMATION (DEC 2000)

- a. Contracting Office Representative: Ms. Cynthia E. Lewandowski, 781-266-9679
- b. Contracting Officer: Mr. Jerome J. McDonald, 781-266-9028
- c. Office Symbol of Purchasing Office: ESC/ACK, 11 Barksdale Street, Hanscom AFB MA 01731-1700
- d. Facsimile Number: (781) 266-9753
- e. Internet Address: cindy.lewandowski@hanscom.af.mil

ESC-G2 TRANSPORTATION OFFICE (DEC 2000)

Transportation Office: Transportation Officer
(Address - Same as Office of Administration)

ESC-G3 REMITTANCE ADDRESS FOR EFT (DEC 2000)

(B) For Electronic Funds Transfer:

BANK: TBD
STREET ADDRESS:
CITY:
ROUTING TRANSIT NO.:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NO.:

ESC-G4 REMITTANCE ADDRESS (DEC 2000)

(A) For Regular Mail:

ESC-G5 INSTRUCTIONS FOR SUBMISSION OF INVOICES/VOUCHERS (DEC 2000)

Submit invoices/vouchers to:

- (A) DFAS-Columbus Center
DFAS-CO/West Entitlement Operations
P.O. Box 182381
Columbus, OH 43218-2381

(b) Copies of invoices/vouchers (with supporting documentation) to:

ESC/ACX
Attn: Ms. Colleen Fuller (PE Systems)
11 Barksdale Street
Hanscom AFB MA 01731-1700

Notwithstanding any information provided elsewhere in this contract, the Contractor shall provide invoices summed to each ACRN by CLIN.

ESC-G6 INSTRUCTIONS TO DFAS FOR PAYMENT OF CONTRACTOR INVOICES (DEC 2000)

Payment of invoices should be in accordance with each ACRN by CLIN.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

ESC-H1 RELEASE OF INFORMATION (MAY 2004)

(a) It is Air Force policy to encourage publication of scientific and technological advance and information developed under its contracts. One copy of each paper planned for publication will be submitted for review and comment to the Public Affairs Office, HQ ESC/PAM, 9 Eglin Street, Hanscom AFB, MA 01731-2100 at least 30 days prior to submission for publication.

(b) News release and media contracts, including photographs and films, public announcements, or other forms of publicity concerning the technical content of this contract, will not be made without prior clearance from the Air Force. Requests for publicity approval should be addressed to HQ ESC/PAM, 9 Eglin Street, Hanscom AFB, MA 01731-2100 for approval.

ESC-H2 TASK REQUIREMENT NOTICES (MAY 2004)

(Applicable to CLIN 0014)

(a) Task requirements will be defined by issuance of a Task Requirement Notice (TRN) on a time-and-materials basis. For purposes of these CLINs, material includes travel and subsistence. The PCO is authorized to issue all TRNs.

(b) The Contractor shall furnish all the necessary qualified personnel, materials, facilities, and management resources to furnish the services set forth in the TRN Statement of Work within the terms specified and at the price(s) stated in the Contract Schedule.

(c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each TRN and shall be paid at the labor rates for each specified labor category set forth in the Contract Schedule.

(d) The labor categories and hours specified in each TRN represent the best estimate of the level of effort and labor category mix necessary to perform the effort described in each TRN. To enhance flexibility during performance and allow the Contractor to determine the optimum labor mix for the TRN, the Contractor may, without notice to the Government, increase or decrease the number of hours for each category specified in the TRN by no more than fifteen percent (15%). These adjustments are allowable, however, only to the extent that the ceiling value of each TRN and the total number of hours of all labor categories specified in the Contract Schedule are not exceeded.

(e) Within thirty (30) days after the completion of each TRN, an authorized representative of the Contractor shall certify, in writing to the PCO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance of the TRN. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. In the event that the Contractor expends fewer hours than set forth in any individual TRN, upon completion of the TRN effort, the ceiling value of that TRN shall be adjusted downward (closeout) to reflect the actual number of hours expended.

(f) Notwithstanding any other provision, the Contractor shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing each TRN under this contract. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event

that subcontract labor is included in the labor effort contained in subparagraph (c) above, the records provisions of this subparagraph shall be included in all applicable subcontracts.

(g) Payment under T&M CLINs of this contract will be in accordance with FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS, for labor hours and materials (including travel and subsistence) actually expended in performance of TRNs (including Contractor assistance in the preparation of TRNs as may be requested by the Government), up to the not-to-exceed value of each TRN issued. Vouchers may be submitted on a monthly basis. Payment for the actual performance in each individual TRN will be at the rates established in the Contract Schedule. Withholding of amounts otherwise due and payable as contemplated by FAR 52.232-7 will apply to the total contract labor-hour CLINs and not to the individual TRNs. Withholding shall not exceed \$50,000.00 for the entire T&M CLINs, regardless of the number of TRNs issued against the contract, and will apply to the first orders and continue until the maximum withholding amount is reached. To facilitate closeout of early TRNs, the amount withheld may be transferred to any subsequent active TRN. "Ceiling price," as used in this clause, applies to both the not-to-exceed value of each TRN and the ceiling price set forth in the Contract Schedule for CLINs in the aggregate. The notice required by paragraph c. of FAR 52.232-7 may be provided by Contractor letter to the Contracting Officer.

ESC-H3 TRAINING, TRAINING MATERIALS AND CORRESPONDENCE (MAY 2004)

All training, publications, data, training material and correspondence submitted by the Contractor to the Government will be furnished in the English language only.

ESC-H4 CHANGE PROPOSAL PREPARATION COSTS (MAY 2004)

a. If an ECP, TCP, or CCP (defined as a change proposal (CP)) is requested but not ordered under this contract, the Contractor's work in preparing this submission shall be treated as if ordered by the Government under the "Changes" clause of this contract and the Contractor shall be entitled to an adjustment for the preparatory work. A separate CLIN will be established in the contract to increase the contract price for this added work. The amount of the equitable adjustment shall be established upon mutual agreement of the parties. There will be no adjustment made to any contract delivery schedule or time for completion of performance.

b. For the purpose of this contract, CPs are categorized as either Contractor-initiated or Government-initiated. A Contractor-initiated CP is defined as any CP submitted by the Contractor without written direction by the Government. A Government-initiated CP is defined as any CP submitted pursuant to written direction by the Government.

c. The contract price does not include any costs for future CPs. Such costs as CP preparation and negotiation/fact finding cost associated with said CPs, if allowable as a direct cost in accordance with the Contractor's CAS Disclosure Statement, will be included as part of the Contractor's pricing portion of each CP submitted.

d. For a Government-initiated CP, the Contractor shall be entitled to an equitable adjustment for reasonable CP preparation costs, whether the CP is approved or disapproved. However, for a Contractor-initiated CP, the Contractor shall only be entitled to an equitable adjustment for reasonable CP preparation costs if the CP is approved and placed on contract.

ESC-H5 MOBILIZATION - DEMOBILIZATION - RELOCATION (MAY 2004)

DEFINITIONS:

1. Mobilization: The hiring of an individual to work at a specified location for a specified period of performance.
2. Demobilization: The return of an individual to the location from which hired upon completion of his period of performance or upon completion of the contract for which hired.
3. Relocation: The movement of an individual from one specified location to work at a different specified location.

ALLOCATION OF COST:

1. Mobilization:
 - a. The cost of mobilizing the initial individual hired to perform a contractual task is borne by and chargeable to the contract. The cost of mobilizing an individual who does not complete the full period of performance of the contract shall be borne by the contractor and is not chargeable to the contract.
 - b. The cost of mobilization of personnel to replace those who do not satisfactorily complete the ninety (90) day probationary period, or are dismissed for cause at the request of the USG or the RSAF (with USG concurrence) shall be borne by the contractor and is not chargeable to the contract.
 - c. The cost of mobilization of personnel to replace those demobilized for reasons other than cause, such as medical evacuation, compassionate leave, and evacuation for death or other purposes is borne by and chargeable to the contract, and will be separately negotiated.
2. Demobilization:
 - a. The cost of demobilizing an individual at the conclusion of the period of performance specified in the contract or upon completion of the contract is borne by and chargeable to the contract. Only one demobilization per position will be borne by and chargeable to the contract, except in the case of an extraordinary mobilization as contemplated in 1.c. above, which will be separately negotiated.
 - b. The cost of demobilizing an individual who does not complete the period of performance specified in the contract shall be borne by the contractor and is not chargeable to the contract.
 - c. Demobilization will be paid at the fixed price rate specified in CLIN 0013.
3. Relocation:
 - a. The cost of relocating an individual at the request of the USG or the RSAF (with USG concurrence) is borne by and chargeable to the contract, and will be separately negotiated.
 - b. The cost of relocating an individual for the individual's or the contractor's convenience shall be borne by the contractor and is not chargeable to the contract.

ESC-H6 PAYMENT RATES (MAY 2004)

Monthly rates for each position are shown in Column "Monthly Labor Rates", Tables B-CY2004, B-CY2005, B-CY2006, B-CY2007. This monthly rate will be billed for each month the position is filled and the employee is at work. For each day the employee is not physically present at work, to include vacation days, 1/22 of the monthly rate shall be subtracted from the invoice. No subtraction is required for the six (6) Saudi Arabia holidays and the four (4) U.S. Government holidays specified in the contract.

Approved overtime will be billed at the hourly overtime rates shown in Column "OT Hourly Rates", Tables B-CY2004, B-CY2005, B-CY2006, B-CY2007. The normal work week is 40 hours, no overtime will be paid unless the individual exceeds those hours in the week.

Task Requirement Notice (TRN) labor will be billed at the rates shown in Table B-TRN.

ESC-H7 SPECIAL TERMS RELATIVE TO WAR, ARMED CONFLICT, INSURRECTION, CIVIL OR MILITARY STRIFE OR SIMILAR CONDITIONS (MAY 2004)

- a. In the event competent authority of the United States determines that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Contractor/subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the contract for costs incurred to retain such personnel in Saudi Arabia or to return such personnel and their dependents to the United States and secure replacements as applicable.
- b. The conditions stated in paragraph a. of this clause shall be met if and when the United States Secretary of Defense, or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of the Contractor personnel in Saudi Arabia or the specified area, or removal of Contractor personnel and/or their dependents from Saudi Arabia or the specified area, and the price adjustment(s) for such actions.
- c. The Contractor shall, to the extent that qualified personnel willing to serve in Saudi Arabia or the specified area are not available, be relieved of the requirement for continuing service in Saudi Arabia or that area during the

period of hostilities. The return to the Contractor's plant of any employee not willing to serve in Saudi Arabia or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining contractor presence in the hostile environment.

d. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war, armed conflict, insurrection, military or civil unrest, or any other conditions, the best interests of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension.

e. Under no circumstances will Contractor/subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.

ESC-H8 SAUDI ARABIA LAWS AND CUSTOMS (MAY 2004)

Contractor personnel shall respect the laws, customs and regulations of Saudi Arabia, including the laws prohibiting access to certain areas of the country to non-Muslims or non-Saudis, subject to, without limitation of, and only to the extent permitted by, the following:

- a. U.S. laws and regulations, including without limitation those relating to foreign boycotts; and
- b. Other contractor obligations under this contract, including without limitation those under the clause requiring notification of any visa denial believed to be attributable to race, religion, sex or national origin (FAR 52.222-29).
- c. The contractor's compliance with the terms and conditions of this contract shall be only to the extent compliance is not inconsistent with or penalized by U.S. laws and regulations.
- d. The foregoing provisions of this paragraph do not exempt the contractor, its personnel and their dependents, while in Saudi Arabia, from the criminal and civil jurisdiction of Saudi Arabia.

ESC-H9 SALES COMMISSIONS AND AGENTS FEES (May 2004)

The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or agents fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Saudi Arabian Government (SAG).

ESC-H10 CLAUSES PURSUANT TO THE LETTER OF OFFER AND ACCEPTANCE (LOA) (MAY 2004)

The term "contractor" as used in these supplemental terms and conditions includes the Contractor and its subcontractor(s).

Nothing contained in the clauses, or elsewhere in this contract, is intended to create or imply privity of contract between the Contractor and the Government of Saudi Arabia (SAG). Should any further information or clarification be required, contact the Procuring Contracting Officer (PCO) at ESC/ACK, 11 Barksdale Street, Hanscom AFB, MA 01731-1700.

CLAUSES PURSUANT TO THE LOAs WHICH SHALL APPLY IN THE PERFORMANCE OF THIS CONTRACT.

ESC-H11 CONTRACTOR TECHNICAL SERVICES (MAY 2004)

- a. The contractor shall make every effort to obtain employee commitment to the full contract duration of the position for which hired. However, the minimum tour of duty for contractor employees' shall be two years, or termination of the position/contract, whichever occurs first.
- b. The ACO may request the contractor to remove an employee for cause from an assignment to perform services under this program. The USG will notify the SAG (RSAF) of any intent to remove an employee, stating the reasons for such removal. In such event, the USG will use its best efforts to insure that the contractor provides a qualified replacement at no change in the contract price. All requests for removal of contractor personnel shall be in writing, stating the reasons for such request for removal.
- c. If in the sole discretion of the USG (USAF PCO) it becomes necessary to replace any contractor employee for reasons of misconduct, the cost of replacement of the offending employee will be borne by the contractor and not charged to the USG or the SAG (RSAF) under this or any other contract, unless otherwise required by US law or regulation.
- d. Contractor personnel in Saudi Arabia will observe six (6) days of holiday in a calendar year during Ramadan and Hadj. The contractor shall prepare a holiday schedule for the months of Ramadan and Hadj, which provides each individual with six (6) days of total holidays during the months of Ramadan, and Hadj and which has minimum impact on mission capability. This holiday schedule will be coordinated and approved with the RSAF functional manager, the respective RSAF PEACE PROJECT Officer and the USG (DCMDI) at least ninety (90) days prior to the scheduled holiday. Four (4) additional USG holidays will be observed on 1 January, 4 July, 4th Thursday in November and 25 December. When any of the USG holidays fall on a non-work day, the holiday will be observed on either the preceding or the succeeding workday. The choice of any such preceding or succeeding workday will be coordinated with the USG (DCMDI), who will coordinate with the respective RSAF PEACE PROJECT Officer. In the event contractor/subcontractor personnel work on any of these USG holidays, or are prevented from observing the other six days of holidays during the months of Ramadan or Hadj or during the rest of the calendar year, the contractor shall be paid wages/salaries for such services IAW the USG Federal Acquisition Regulation (FAR).
- e. The Contractor shall:
- (1) Not utilize personnel or resources funded under this contract to accomplish activities except as provided by this contract.
 - (2) When procurement is within the Kingdom of Saudi Arabia, to use its maximum efforts, when procuring an item or service which is generally available within the Kingdom of Saudi Arabia, to utilize materials, supplies, goods, equipment or services of Saudi Arabian origin or which may be obtained or acquired from entities organized under the laws of the SAG, unless otherwise required by US law or regulations.
- f. In the event of changes in the tax statutes/regulations of the United States which affect contractor's overseas compensation package, appropriate adjustment may be made to the price of the contract.

ESC-H12 TRAVEL (MAY 2004)

Saudia Airlines shall be used to transport all contractor/subcontractor personnel, their dependents and airfreight on routes being served by Saudia. Reasonable efforts shall be made to coincide or adjust travel and cargo shipments with Saudia schedules. This provision applies to all contractor/subcontractor personnel travel (including leave) and air freight, into or departing the Kingdom, using FMS case funds. For travel originating in the Kingdom, all tickets shall be purchased from Saudia Airlines ticket office. For travel/air freight originating outside the Kingdom, contractor shall purchase tickets from a Saudia Airlines ticket office or agent. The only exceptions to the above requirements are instances of bonafide emergency travel when space on Saudia is not available.

ESC-H13 PERSONNEL RELATED COSTS (MAY 2004)

a. Passports, Visas, Licences, and Permits. The SAG (RSAF) will, within the framework of the laws of Saudi Arabia, ensure the timely issuance of work, entry, or exit visas; work, vehicle operator, residence, or in-country travel permits; and any other appropriate licenses or permits required of the personnel, including dependents, to carry out the effort. In case of an emergency, medical or otherwise, an exit permit shall be issued without delay.

b. Access. The contract price is based on the assumption that the Contractor will be authorized, after official approvals from the Royal Saudi Air Force Commander, reasonable access to pertinent information and program specific locations to accomplish this contract.

c. Export of Data. Contractor personnel shall not be required or expected to deliver to the SAG (RSAF), nor to any person or entity not a citizen of the United States of America, any technical data produced or utilized under this LOA until the DoD has been furnished with clear evidence that such delivery of the data is (1) approved by the US State Department pursuant to International Traffic in Arms Regulation, or (2) approval is not required.

d. Taxes, Duties, and Charges for Doing Business. All contractor personnel performing under this contract, and their dependents, are allowed to freely (1) import and export dollars for their personnel use; and (2) exchange dollars for Riyals and Riyals for dollars at the prevailing exchange rate during the period of this LOA.

e. Education. Contractor personnel performing under this LOA, are allowed costs for: (a) dependent education at US operated or approved schools in the Kingdom of Saudi Arabia for grades K through 9; (b) dependent education at US operated or approved schools outside Saudi Arabia for grades 10 through 12, if not available in-Kingdom; and (c) mortuary services provided by the USG or the contractor for USG or contractor personnel and dependents to include reparation of the deceased for air shipment, and airline and surface transportation to the deceased's final destination.

f. Security. Contractor price and delivery estimates anticipate that the SAG will provide adequate security to protect personnel and property associated with this contract and located on SAG military bases, installations, or other designated work sites. If the contractor incurs any costs because of a failure of the SAG to provide adequate security, costs thereby incurred by the contractor will be reimbursed to the contractor, including applicable overhead and General and Administrative, but excluding profit, out of funds to be provided under this contract.

g. Royal Acts and Compliance with the Laws of Saudi Arabia. Royal directions, or laws enacted by the Government of Saudi Arabia, implemented after the award of this contract, may have an impact on the contract terms, conditions, or price. Accordingly, this contract will provide for an equitable adjustment to the contract terms, conditions or price is such an impact occurs.

ESC-H14 TECHNICAL REVIEW (ITSP) (MAY 2004)

(a) The Government has contracted with PESystems, 3 Littleton Road, Westford, MA 01886 for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of ITSP Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that the ITSP partner has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The ITSP entities and their partners have agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with the ITSP entities and their partners by engaging in technical discussions with personnel, and permitting ITSP personnel access to information and data relating to technical matters and schedule concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

B. OTHER CONTRACT CLAUSES IN FULL TEXT

H001 OPTIONS (MAY 1997) (TAILORED)

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: FA8720-04-R-0003

H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in _____ (insert proposal number or contract number) dated _____ (insert date) is incorporated herein by reference. The small business goal is _____ (insert goal percentage). The veteran-owned small business goal is _____ (insert goal percentage). The service-disabled veteran-owned small business goal is _____ (insert goal percentage). The HUBzone small business goal is _____ (insert goal percentage). The small disadvantaged business goal is _____ (insert goal percentage). The women-owned small business goal is _____ (insert goal percentage).

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 6.1.x.300; Issued: 4/13/2004; FAR: FAC 2001-22(Partial); DFAR: DCN20040323; DL.: DL 98-021;
Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-03;
AFAC: AFAC 2004-0302; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.216-08	FIXED FEE (MAR 1997) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s) only.</i>
52.216-11	COST CONTRACT -- NO FEE (APR 1984) <i>Applies to Cost CLIN(s) only.</i>
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE I (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is "?????" <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.228-03	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-04	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.229-04	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
52.229-06	TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.232-01	PAYMENTS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.232-11	EXTRAS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.232-16	PROGRESS PAYMENTS (APR 2003) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.232-20	LIMITATION OF COST (APR 1984) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-32	PERFORMANCE-BASED PAYMENTS (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996) <i>Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) <i>Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) <i>Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.</i>
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i>
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.243-07	NOTIFICATION OF CHANGES (APR 1984)

- 52.244-05 Para (b), Number of calendar days is (insert 30 for RDSS/C) '15 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
COMPETITION IN SUBCONTRACTING (DEC 1996)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL
SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP
1996)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)
Applies to Time-and-Materials CLIN(s) only.
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV
2003)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS
(DEC 1991)
Para (b), Name of country (or To Be Determined) 'Saudi Arabia'
Para (b), Applicable CLIN '0016 - 0016AG'
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
- 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR
2003)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
- 252.225-7013 DUTY- FREE ENTRY (JAN 2004)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)
- 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

- 252.225-7028 Para (b)(1), Sales to the Government(s) of: 'Saudi Arabia'
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
- 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)
Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:
'????'
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- 252.228-7000 REIMBURSEMENT FOR WAR-HAZARD LOSSES (DEC 1991)
- 252.228-7003 CAPTURE AND DETENTION (DEC 1991)
- 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 252.229-7001 TAX RELIEF (JUN 1997)
- 252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
- 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
- 252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND
LABOR-HOUR CONTRACTS (DEC 2003)
Applies to Time-and-Materials CLIN(s) only.
- 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
- 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD
CONTRACTS) (MAR 2000)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. '????'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	16	15 APR 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL)
EXHIBIT B	16	15 APR 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 1	1	14 MAY 2004	STATEMENT OF WORK (SOW) FOR CONTRACTOR ENGINEERING AND TECHNICAL SUPPORT (CETS)
ATTACHMENT 2	16	14 MAY 2004	AWARD FEE PLAN
ATTACHMENT 3	4	13 MAY 2004	DD 254
ATTACHMENT 4	1	14 MAY 2004	TABLE B-CY2004
ATTACHMENT 5	1	21 MAY 2004	TABLE B-CY2005
ATTACHMENT 6	1	14 MAY 2004	TABLE B-CY2006
ATTACHMENT 7	1	14 MAY 2004	TABLE B-CY2007
ATTACHMENT 8	1	14 MAY 2004	TABLE B-TRN
ATTACHMENT 9	19	12 MAY 2004	SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS
ATTACHMENT 10	6	12 MAY 2004	SECTION M - EVALUATION FACTORS FOR AWARD

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.225-02 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of

its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ (insert NAICS code).

(2) The small business size standard is _____ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ____]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

___(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification; and

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

— — — (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

— — — (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

— — — (v) The facility is not located in the United States or its outlying areas.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and

Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)		Source of Supply Company	Actual Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE
RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date -----

Printed Name and Title -----

Signature -----

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT

5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

PE Systems

Representatives of the Royal Saudi Air Force

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance;
and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997)

In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.

The parties hereto expressly understand and agree as follows:

(a) ____ (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of ____ (same name, title, and company as above), ____ (name, title, and company of alternate) is the alternate principal representative of the joint venture.

(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to ____ (name, title and company of principal), principal representative of the joint venture.
(AF FAR Sup 5304.102(d))

FIRM ____ FIRM ____

NAME ____ NAME ____

TITLE ____ TITLE ____

DATE OF EXECUTION ____ DATE OF EXECUTION ____

NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [].

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO'
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) -
ALTERNATE I (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, Para (b), Insert description of the information and the format that are required: '????'
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm Fixed Price'
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) -
ALTERNATE I (MAR 2000)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY
1999)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is '11 Barksdale Street, Hanscom AFB MA 01731-1700'
- 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
GOVERNMENT (JUN 1995)

**C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
SOLICITATION PROVISIONS**

- 5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)
Para (a), Nature of the proposed conflict is '_____
Para (a)(1), nature of the proposed restraint and the applicable time period is
'_____'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H081.

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with

those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within _____ (insert calendar days) after receipt of the Contracting Officer's request.

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.217-03 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
- 52.217-04 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
- 52.217-05 EVALUATION OF OPTIONS (JUL 1990)
Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Award Fee CLIN(s) only.
- 52.247-47 EVALUATION -- F.O.B. ORIGIN (JUN 2003)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 5352.215-9019 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE
RED-YELLOW-GREEN PROGRAM (OVER \$100K) (AFMC) (AUG 2002)